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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

VERONICA MASTEN, individually
and on behalf of all other person
similarly situated, and on behalf of the
general public,

Plaintiff,

v.

STERLING JEWELERS, INC., and
Ohio corporation, SIGNET
JEWELERS, LTD., a foreign
corporation, and DOES 1 through 30
inclusive

Defendants.

Case No. 2:17-cv-04436-DSF-JEM

CLASS ACTION

**STIPULATED PROTECTIVE
ORDER**

District Judge: Hon. Dale S. Fischer
Magistrate: Hon. John E. McDermott

Complaint Filed: May 12, 2017
Trial Date: Not Set

1 In accordance with Paragraph 6 of the Standing Order for cases assigned to the
 2 Honorable Dale S. Fischer, and with the procedures set forth in Edwards v. County
 3 of Los Angeles, 2009 WL 4707996 (C.D. Cal 2009), Plaintiff Veronica Masten and
 4 Defendants Sterling Jewelers Inc. and Signet Jewelers Limited (incorrectly sued as
 5 Sterling Jewelers, Inc. and Signet Jewelers, Ltd.) (“the Parties”), by and through their
 6 respective counsel of record, hereby respectfully submit the following Stipulated
 7 Protective Order.

8 **I. INTRODUCTION**

9 Purposes and Limitations. Discovery in this action is likely to involve
 10 production of confidential, proprietary, or private information for which special
 11 protection from public disclosure and from use for any purpose other than
 12 prosecuting this litigation may be warranted. Accordingly, the Parties hereby
 13 stipulate to and petition the Court to enter the following Stipulated Protective Order.
 14 The Parties acknowledge that this Order does not confer blanket protections on all
 15 disclosures or responses to discovery and that the protection it affords from public
 16 disclosure and use extends only to the limited information or items that are entitled
 17 to confidential treatment under the applicable legal principles. The Parties further
 18 acknowledge, as set forth in Section 12, below, that this Stipulated Protective Order
 19 does not entitle them to file confidential information under seal; Civil Local Rule 79-
 20 5 sets forth the procedures that must be followed and the standards that will be
 21 applied when a party seeks permission from the Court to file material under seal.

22 Good Cause Statement. This action is likely to involve proprietary information
 23 and/or trade secrets, private employee information and other valuable commercial,
 24 financial, technical and/or proprietary information for which special protection from
 25 public disclosure and from use for any purpose other than prosecution of this action
 26 is warranted. Such confidential and proprietary materials and information consist of,
 27 among other things, confidential business or financial information, private employee
 28 information, information regarding confidential business practices and policies, or

1 other confidential commercial information (including information implicating
 2 privacy rights of third parties), information otherwise generally unavailable to the
 3 public, or which may be privileged or otherwise protected from disclosure under
 4 state or federal statutes, court rules, case decisions, or common law. Accordingly, to
 5 expedite the flow of information, to facilitate the prompt resolution of disputes over
 6 confidentiality of discovery materials, to adequately protect information the Parties
 7 are entitled to keep confidential, to ensure that the Parties are permitted reasonable
 8 necessary uses of such material in preparation for and in the conduct of trial, to
 9 address their handling at the end of the litigation, and serve the ends of justice, a
 10 protective order for such information is justified in this matter. It is the intent of the
 11 Parties that information will not be designated as confidential for tactical reasons and
 12 that nothing be so designated without a good faith belief that it has been maintained
 13 in a confidential, non-public manner, and there is good cause why it should not be
 14 part of the public record of this case.

15 **II. DEFINITIONS**

16 Action: This pending federal law suit and the state court action from which
 17 removal was effected.

18 Challenging Party: A Party or Non-Party that challenges the designation of
 19 information or items under this Order.

20 "CONFIDENTIAL" Information or Items: Information (regardless of how it is
 21 generated, stored or maintained) or tangible things that qualify for protection under
 22 Federal Rule of Civil Procedure 26(c), and as specified above in the Good Cause
 23 Statement.

24 Counsel: Outside Counsel of Record and House Counsel (as well as their
 25 support staff).

26 Designating Party: A Party or Non-Party that designates information or items
 27 that it produces in disclosures or in responses to discovery as "CONFIDENTIAL."

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1 Disclosure or Discovery Material: All items or information, regardless of the
 2 medium or manner in which it is generated, stored, or maintained (including, among
 3 other things, testimony, transcripts, and tangible things), that are produced or
 4 generated in disclosures or responses to discovery in this matter.

5 Expert: A person with specialized knowledge or experience in a matter
 6 pertinent to the litigation who has been retained by a party or its counsel to serve as
 7 an expert witness or as a consultant in this Action.

8 Non-Party: Any natural person, partnership, corporation, association, or other
 9 legal entity not named as a party to this action.

10 Party: Any party to this Action, including all of its officers, directors,
 11 employees, consultants, retained experts, and Outside Counsel of Record (and their
 12 support staffs).

13 Producing Party: A Party or Non-Party that produces Disclosure or Discovery
 14 Material in this Action.

15 Professional Vendors: Persons or entities that provide litigation support
 16 services (e.g., photocopying, videotaping, translating, preparing exhibits or
 17 demonstrations, and organizing, storing, or retrieving data in any form or medium)
 18 and their employees and subcontractors.

19 Protected Material: Any Disclosure or Discovery Material that is designated as
 20 "CONFIDENTIAL."

21 Receiving Party: A Party that receives Disclosure or Discovery Material from
 22 a Producing Party.

23 **III. SCOPE OF ORDER**

24 The protections conferred by this Stipulation and Order cover not only
 25 Protected Material (as defined above), but also (1) any information copied or
 26 extracted from Protected Material; (2) all copies, excerpts, summaries, or
 27 compilations of Protected Material; and (3) any testimony, conversations, or
 28 presentations by Parties or their Counsel that might reveal Protected Material.

1 Any use of Protected Material at trial shall be governed by the orders of the
2 trial judge. This Order does not govern the use of Protected Material at trial.

3 **IV. DURATION OF ORDER**

4 Even after final disposition of this litigation, the confidentiality obligations
5 imposed by this Order shall remain in effect until a Designating Party agrees
6 otherwise in writing or a court order otherwise directs. Final disposition shall be
7 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
8 or without prejudice; and (2) final judgment herein after the completion and
9 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
10 including the time limits for filing any motions or applications for extension of time
11 pursuant to applicable law.

12 **V. DESIGNATING PROTECTED MATERIAL**

13 Exercise of Restraint and Care in Designating Material for Protection. Each
14 Party or Non-Party that designates information or items for protection under this
15 Order must take care to limit any such designation to specific material that qualifies
16 under the appropriate standards. The Designating Party must designate for protection
17 only those parts of material, documents, items, or oral or written communications
18 that qualify so that other portions of the material, documents, items, or
19 communications for which protection is not warranted are not swept unjustifiably
20 within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations
22 that are shown to be clearly unjustified or that have been made for an improper
23 purpose (e.g., to unnecessarily encumber the case development process or to impose
24 unnecessary expenses and burdens on other parties) may expose the Designating
25 Party to sanctions.

26 If it comes to a Designating Party's attention that information or items that it
27 designated for protection do not qualify for protection, that Designating Party must
28 promptly notify all other Parties that it is withdrawing the inapplicable designation.

1 Manner and Timing of Designations. Except as otherwise provided in this
2 Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material that
3 qualifies for protection under this Order must be clearly so designated before the
4 material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) for information in documentary form (e.g., paper or electronic documents,
7 but excluding transcripts of depositions or other pretrial or trial proceedings), that the
8 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter
9 "CONFIDENTIAL legend"), to each page that contains Protected Material. If only a
10 portion of the material on a page qualifies for protection, the Producing Party also
11 must clearly identify the protected portion(s) (e.g., by making appropriate markings
12 in the margins).

13 A Party or Non-Party that makes original documents available for inspection
14 need not designate them for protection until after the inspecting Party has indicated
15 which documents it would like copied and produced. During the inspection and
16 before the designation, all of the material made available for inspection shall be
17 deemed "CONFIDENTIAL." After the inspecting Party has identified the documents
18 it wants copied and produced, the Producing Party must determine which documents,
19 or portions thereof, qualify for protection under this Order. Then, before producing
20 the specified documents, the Producing Party must affix the "CONFIDENTIAL
21 legend" to each page that contains Protected Material. If only a portion or portions of
22 the material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition all
27 protected testimony.

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(c) for information produced in some form other than documentary and for any other tangible items, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information is stored the legend “CONFIDENTIAL.” If only a portion or portions of the information warrants protection, the Producing Party, to the extent practicable, shall identify the protected portion(s).

Inadvertent Failures to Designate. If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

VI. CHALLENGING CONFIDENTIALITY DESIGNATIONS

Timing of Challenges. Any Party or Non-Party may challenge a designation of confidentiality at any time that is consistent with the Court’s Scheduling Order.

Meet and Confer. The Challenging Party shall initiate the dispute resolution process under Local Rule 37.1 et seq.

The burden of persuasion in any such challenge proceeding shall be on the Designating Party. Frivolous challenges, and those made for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all Parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party’s designation until the Court rules on the challenge.

VII. ACCESS TO AND USE OF PROTECTED MATERIAL

Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle this Action. Such

1 Protected Material may be disclosed only to the categories of persons and under the
2 conditions described in this Order. When the Action has been terminated, a
3 Receiving Party must comply with the provisions of Section 13 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a
6 location and in a secure manner that ensures that access is limited to the persons
7 authorized under this Order.

8 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise
9 ordered by the Court or permitted in writing by the Designating Party, a Receiving
10 Party may disclose any information or item designated "CONFIDENTIAL" only to:

11 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as
12 employees of said Outside Counsel of Record to whom it is reasonably necessary to
13 disclose the information for this Action;

14 (b) the officers, directors, and employees (including House Counsel) of the
15 Receiving Party to whom disclosure is reasonably necessary for this Action;

16 (c) Experts (as defined in this Order) of the Receiving Party to whom
17 disclosure is reasonably necessary for this Action and who have signed the
18 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

19 (d) the Court and its personnel;

20 (e) court reporters and their staff;

21 (f) professional jury or trial consultants, mock jurors, and Professional
22 Vendors to whom disclosure is reasonably necessary for this Action and who have
23 signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

24 (g) the author or recipient of a document containing the information or a
25 custodian or other person who otherwise possessed or knew the information;

26 (h) during their depositions, witnesses, and attorneys for witnesses, in the
27 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
28 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will

1 not be permitted to keep any confidential information unless they sign the
 2 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 3 agreed by the Designating Party or ordered by the Court. Pages of transcribed
 4 deposition testimony or exhibits to depositions that reveal Protected Material may be
 5 separately bound by the court reporter and may not be disclosed to anyone except as
 6 permitted under this Stipulated Protective Order; and

7 (i) any mediator or settlement officer, and their supporting personnel, mutually
 8 agreed upon by any of the Parties engaged in settlement discussions.

9 **VIII. PROTECTED MATERIAL SUBPOENAED OR ORDERED TO BE**
 10 **PRODUCED IN OTHER LITIGATION**

11 If a Party is served with a subpoena or a court order issued in other litigation
 12 that compels disclosure of any information or items designated in this Action as
 13 “CONFIDENTIAL,” that Party must:

14 (a) promptly notify in writing the Designating Party. Such notification shall
 15 include a copy of the subpoena or court order;

16 (b) promptly notify in writing the party who caused the subpoena or order to
 17 issue in the other litigation that some or all of the material covered by the subpoena
 18 or order is subject to this Protective Order. Such notification shall include a copy of
 19 this Stipulated Protective Order; and

20 (c) cooperate with respect to all reasonable procedures sought to be pursued by
 21 the Designating Party whose Protected Material may be affected.

22 If the Designating Party timely seeks a protective order, the Party served with
 23 the subpoena or court order shall not produce any information designated in this
 24 action as “CONFIDENTIAL” before a determination by the court from which the
 25 subpoena or order issued, unless the Party has obtained the Designating Party’s
 26 permission. The Designating Party shall bear the burden and expense of seeking
 27 protection in that court of its confidential material and nothing in these provisions

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1 should be construed as authorizing or encouraging a Receiving Party in this Action
2 to disobey a lawful directive from another court.

3 **IX. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
4 **PRODUCED IN THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a Non-
6 Party in this Action and designated as "CONFIDENTIAL." Such information
7 produced by Non-Parties in connection with this litigation is protected by the
8 remedies and relief provided by this Order. Nothing in these provisions should be
9 construed as prohibiting a Non-Party from seeking additional protections.

10 (b) In the event that a Party is required, by a valid discovery request, to
11 produce a Non-Party's confidential information in its possession, and the Party is
12 subject to an agreement with the Non-Party not to produce the Non-Party's
13 confidential information, then the Party shall:

14 (1) promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a confidentiality agreement
16 with a Non-Party;

17 (2) promptly provide the Non-Party with a copy of the Stipulated
18 Protective Order in this Action, the relevant discovery request(s), and a reasonably
19 specific description of the information requested; and

20 (3) make the information requested available for inspection by the Non-
21 Party, if requested.

22 (c) If the Non-Party fails to seek a protective order from this court within 14
23 days of receiving the notice and accompanying information, the Receiving Party may
24 produce the Non-Party's confidential information responsive to the discovery
25 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
26 not produce any information in its possession or control that is subject to the
27 confidentiality agreement with the Non-Party before a determination by the Court.

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Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

X. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

XI. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the Parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the Parties may incorporate their agreement in the stipulated protective order submitted to the Court.

XII. MISCELLANEOUS

Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

Right to Assert Other Objections. By stipulating to the entry of this Protective Order no Party waives any right it otherwise would have to object to disclosing or

1 producing any information or item on any ground not addressed in this Stipulated
2 Protective Order. Similarly, no Party waives any right to object on any ground to use
3 in evidence of any of the material covered by this Protective Order.

4 Filing Protected Material. A Party that seeks to file under seal any Protected
5 Material must comply with Civil Local Rule 79-5. Protected Material may only be
6 filed under seal pursuant to a court order authorizing the sealing of the specific
7 Protected Material at issue. If a Party's request to file Protected Material under seal is
8 denied by the court, then the Receiving Party may file the information in the public
9 record unless otherwise instructed by the court.

10 **XIII. FINAL DISPOSITION**

11 After the final disposition of this Action, as defined in Section IV, within 60
12 days of a written request by the Designating Party, each Receiving Party must return
13 all Protected Material to the Producing Party or destroy such material. As used in this
14 subdivision, "all Protected Material" includes all copies, abstracts, compilations,
15 summaries, and any other format reproducing or capturing any of the Protected
16 Material. Whether the Protected Material is returned or destroyed, the Receiving
17 Party must submit a written certification to the Producing Party (and, if not the same
18 person or entity, to the Designating Party) by the 60 day deadline that (1) identifies
19 (by category, where appropriate) all the Protected Material that was returned or
20 destroyed and (2) affirms that the Receiving Party has not retained any copies,
21 abstracts, compilations, summaries or any other format reproducing or capturing any
22 of the Protected Material. Notwithstanding this provision, Counsel are entitled to
23 retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing
24 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert
25 reports, attorney work product, and consultant and expert work product, even if such
26 materials contain Protected Material. Any such archival copies that contain or
27 constitute Protected Material remain subject to this Protective Order as set forth in
28 Section 4 (DURATION).

1 Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
5

6 DATED: September 18, 2017

BERENJI LAW FIRM, APC

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8 By: /s/ Shadie L. Berenji

Shadie L. Berenji

Oscar A. Bustos

Attorneys for Plaintiff

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10 DATED: September 18, 2017

OGLETREE, DEAKINS, NASH, SMOAK &
STEWART, P.C.

11
12 By: /s/ Tim L. Johnson

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Attorneys for Defendants

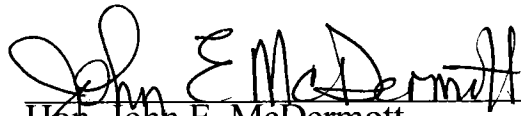
STERLING JEWELERS, INC. and

SIGNET JEWELERS LIMITED

(incorrectly sued as Sterling Jewelers, Inc.
and Signet Jewelers, LTD.)

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17 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

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19 DATED: September 19, 2017

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Hon. John E. McDermott

United States Magistrate Judge

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [print full name], of _____ [print full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of *Masten v. Sterling Jewelers, Inc., et al*, No. 2:17-cv-04436 DSF JEM. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print full name] of _____ [print full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____